

# **EXHIBIT B**

**SCHEDULE 1 TO  
MASTER COMMERCIAL MOTOR VEHICLE SECURITY AGREEMENT**

Application No.: 247435

Effective Date of this Agreement: January 21, 2016

**LENDER/SECURED PARTY:**  
Hitachi Capital America Corp.  
800 Connecticut Ave  
Norwalk Connecticut 06854

**BORROWER:**  
JAMS TRANSPORTATION, INC.  
12400 Rojas Dr Trl 177  
El Paso, TX 79928-5218

"I" and "me" means each person or entity who signs this Schedule as a Borrower. If more than one person or entity signs as Borrower, each of them agrees to keep all promises of the Borrower in this Schedule, even if the others do not. "You" means the Lender/Secured Party, identified above, Hitachi Capital America Corp., and shall include any assignee of Hitachi Capital America Corp. who is the holder of this Schedule.

**PROMISE TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this Schedule, I choose to purchase the motor vehicle(s) described below (the "Vehicle") on credit according to the terms of this Schedule. I agree to pay you the Amount Financed, Finance Charge, and any other charges authorized in this SCHEDULE. I agree to make payments according to the Payment Schedule set forth below.

**VEHICLE IDENTIFICATION:**

Year 2011	Make FREIGHTLINER	Model CASCADIA	Vehicle Identification Number 1FUJGLDV4BSBB2435	Used Heavy Commercial Vehicle
--------------	----------------------	-------------------	--	----------------------------------

**TRADE-IN IDENTIFICATION AND INFORMATION:**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ VIN \_\_\_\_\_ License No. \_\_\_\_\_

With respect to the trade-in, we agree to the amounts set forth below:

Trade In Gross Allowance Amount:	\$0.00
Less Amount Owing on Trade In (owed to _____)	\$0.00
Trade In Net Allowance Amount:	\$0.00

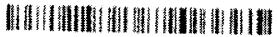
**GARAGING ADDRESS:** 12400 Rojas Dr Trl 177, El Paso, TX 79928-5218

**FINANCING INFORMATION:**

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf	Total of Payments The amount I will have paid after I have made all payments as scheduled	Total Sale Price The total cost of my purchase on credit, including down payment of <u>\$4,835.71</u>
13.25%	\$12,893.29	\$43,902.23	\$36,795.52	\$61,631.23

**My Payment Schedule will be:**

Number of Payments	Amount of Payments	When Payments Are Due	Amount of Balloon Payment
48	\$1,183.24	02/21/2016	\$0.00



*Indicated for identification by Borrower*

*SHE*

TX Plain Language Loan

Schedule

Page 1

**ITEMIZATION OF AMOUNT FINANCED:**

1.	Cash price	\$48,000.00 (1)
2.	Down Payment = Net Trade In Allowance (if negative, enter "0" and see Line 4 A below) + cash + Mfrs Rebate + other (describe) _____ Total down payment	\$4,835.71 \$0.00 \$ _____ \$ _____ \$4,835.71 (2)
3.	Unpaid balance of cash price (1 minus 2)	\$43,164.29 (3)
4.	Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.) A. Net Trade In Allowance (if positive, enter "0," but if negative insert amount here) B. Official fees paid to government agencies C. Sales tax D. Other taxes E. Government license and/or registration fees F. Government certificate of title fee G. Government vehicle inspection fees H. Documentary fee I. Other charges (Seller must identify who is paid and describe purpose) to <u>DOGGETT FREIGHTLINER</u> for <u>Dealer Documentation Fee</u> to _____ to _____ to for <u>Dealer Inventory Tax</u> to for _____ to for <u>Finance Processing Fee</u> to for _____ to _____ for <u>Insurance Products</u> to _____ for <u>Warranty Products</u> Total other charges and amounts paid to others on your behalf	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$53.00 \$40.00 \$259.00 \$300.00 \$0.00 \$94.94 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$237.94 (4)
5.	<b>Amount Financed (3 + 4)</b>	<b>\$43,902.23 (5)</b>

**BALLOON PAYMENT REQUIREMENT:** The term of the obligation evidenced by this SCHEDULE shall be 48 months from the date of the delivery of the Vehicle. We agree that we will pay Hitachi Capital America Corp. 48 consecutive installment payments of principal and interest in the amount of \$1,183.24 commencing on the 02/21/2016 plus a final installment BALLOON PAYMENT of principal and interest in the amount of \$ 50.00 on 01/21/2020 which is the MATURITY DATE of the debt evidenced by this SCHEDULE. We understand that at the MATURITY DATE the entire principal balance together with all accrued and unpaid interest shall be due and payable by us to Hitachi Capital America Corp.

**HOW YOU FIGURE THE FINANCE CHARGE:** The contract rate is 13.25%. This contract rate may not be the same as the Annual Percentage Rate. You will figure the Finance Charge by applying the scheduled installment earnings method as defined by the Texas Finance Code to the unpaid portion of the principal balance. You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. The unpaid principal balance does not include the late charges or returned check charges.

**PROPERTY INSURANCE:** I must keep the Vehicle insured against damage or loss in the amount I owe or the amount set forth in this Contract in the Other Terms and Conditions section, whichever is greater. I must keep this insurance until I have paid all that I owe under this Schedule. I may obtain property insurance from anyone I want or provide proof of insurance I already have. The insurer must be authorized to do business in Texas. I agree to give you proof of property insurance. I must name you as the person to be paid under the policy in the event of damage or loss.

**HOW YOU WILL APPLY MY PAYMENTS:** You will apply my payments in the following order:

- 1      Earned but unpaid finance charge; and
- 2      To anything else I owe under this agreement.

**HOW LATE OR EARLY PAYMENTS CHANGE WHAT I MUST PAY:** You based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If I do not timely make all my payments in at least the correct amount, I will have to pay more Finance Charge and my last payment will be more than my final scheduled payment. If I make scheduled payments early, my Finance Charge will be reduced (less). If I make my scheduled payments late, my Finance Charge will increase.

**DELIVERY AND ACCEPTANCE RECEIPT:** I certify that I have taken delivery and accepted the vehicle(s) indicated on page 1 herein (the "Vehicles"), subject to all of the terms and conditions set forth in the Master Commercial Motor Vehicle Security Agreement dated January 21, 2016 between me as Borrower and you as Lender/Secured Party ("Agreement") and the Schedule(s) attached thereto. I understand that you are relying upon the foregoing certification in providing financing for my purchase of such Vehicles, and to induce you to provide the financing, I agree that I will settle all claims, defenses, setoffs and counterclaims that I may have directly with DOGGETT FREIGHTLINER OF S. TEX ("Seller") and will not assert any such claims, defenses, setoffs or counterclaims against you or against the debt I owe or will to you in connection with your financing of my purchases, that my obligation to you is absolute and unconditional, and that you are not the manufacturer, distributor or seller of the Vehicles and have no knowledge or familiarity with the Vehicles. I understand and agree that my obligations to you under the Agreement are absolute, and that you are neither the manufacturer, distributor or seller of the Vehicle(s) and have no knowledge of or familiarity with it (them).



*Indicated for identification by Borrower*

*JHE*

TX Plain Language

Loan

Schedule

Page 2

We have entered into a Master Commercial Motor Vehicle Security Agreement dated January 21, 2016 (the "Agreement") at or prior to the time that we are entering into this Schedule (the "Schedule"). This Schedule incorporates all terms of the Agreement as if such terms were fully set forth in this Schedule. All terms that are defined in the Agreement will have the same meanings in this Schedule unless defined differently in this Schedule.

**WARNINGS AND NOTICES TO BORROWER:**

- (a) **LIABILITY INSURANCE.** THIS SCHEDULE DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS. I ACKNOWLEDGE THAT UNDER THE TERMS OF THE AGREEMENT INCORPORATED INTO THIS SCHEDULE I AM REQUIRED TO OBTAIN AND KEEP IN FORCE BOTH COLLISION AND LIABILITY INSURANCE ON THE VEHICLE.
- (b) **COMPLETE SCHEDULE.** I WILL NOT SIGN THIS SCHEDULE BEFORE I READ IT OR IF IT CONTAINS BLANK SPACES. I AM ENTITLED TO A COPY OF THE SCHEDULE I SIGN. UNDER THE LAW, I HAVE A RIGHT TO PAY OFF IN ADVANCE ALL THAT I OWE AND UNDER CERTAIN CONDITIONS MAY BE ENTITLED TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGES. I WILL KEEP THIS SCHEDULE TO PROTECT MY LEGAL RIGHTS.
- (c) **ACKNOWLEDGEMENT OF RECEIPT OF SCHEDULE.** I AGREE TO THE TERMS OF THIS SCHEDULE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. I CONFIRM THAT BEFORE I SIGNED THIS SCHEDULE, YOU GAVE IT TO ME, AND I WAS FREE TO TAKE IT AND REVIEW IT.
- (d) **CONSUMER CREDIT COMMISSIONER NOTICE.** To contact Hitachi Capital America Corp. about this account, call 866-718-4222. This Schedule is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; 800-538-1579; (512) 936-7600, and can be contacted relative to any inquiries or complaints.
- (e) **SIGNATURES REQUIRED.** THIS SCHEDULE IS NOT VALID UNTIL YOU AND I SIGN IT.
- (f) I hereby consent to you obtaining a credit report on me and any personal and/or corporate guarantors of me at the time of execution hereof and semi-annually in the event of a default under this agreement or any other obligations of me to you and any guarantees therefor. Copies of this executed agreement transmitted by facsimile transmission, email or signatures generated through electronic signature/documentation technology shall be considered originals for all purposes.

This is Originally Executed Copy No. 1 of 1 originally executed copies. Only transfer of possession by you of Originally Executed Copy No. 1 shall be effective for purposes of perfecting an interest in this Schedule by possession.

Dated: January 21, 2016 I hereby acknowledge receipt of an exact copy of this Schedule.

LENDER / SECUR/D PARTY:	BORROWER:
HITACHI CAPITAL AMERICA CORP.	JAMS TRANSPORTATION, INC.
Signature: <u>Andrea Hofer-Yusi</u>	Name of individual(s)/corporation or partnership. Give trade name, if any, after name.
Name: Andrea C. Hofer-Yusi Title: Documentation Manager Dated: 1/29/16	Signature: <u>Leobardo Maldonado</u> Name (print): Leobardo Maldonado Title: Dated: 01/21/2016
	If corporation, authorized officer must sign and show corporate title. If partnership, general partner must sign. If LLC, authorized Manager or Member must sign. By executing above, Buyer acknowledges receipt of an exact copy of this Agreement.

**OTHER TERMS AND CONDITIONS:**

Please refer to Master Commercial Motor Vehicle Security Agreement for further terms and conditions.



Initiated for Identification by Borrower

14E TX Plain Language Loan Schedule Page 3